



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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April 18, 2002

IN REPLY PLEASE
REFER TO FILE: T-6

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**COUNTYWIDE ARCHITECTURE/INFORMATION EXCHANGE NETWORK
SUPPLEMENTAL AGREEMENT 3
CONSULTANT SERVICES AGREEMENT
SUPERVISORIAL DISTRICTS 1 AND 5
3 VOTES**

**CIO RECOMMENDATION: APPROVE () APPROVE WITH MODIFICATION ()
 DISAPPROVE ()**

JOINT RECOMMENDATION WITH THE CHIEF INFORMATION OFFICER THAT YOUR BOARD:

Award and authorize the Director of Public Works or his designee to execute a Supplemental Agreement to Contract PW 12072 with JHK and Associates, Inc., d.b.a. TransCore, 35 South Raymond Avenue, Suite 200, Pasadena, California 91105, for an amount not to exceed \$603,922, for a new total contract amount of \$2,687,204, to provide enhanced functionality, necessary documentation, and additional project management services for the Countywide Architecture/Information Exchange Network software and to establish the effective date of the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

We are recommending your Board award a Supplemental Consultant Services Agreement and authorize the Director of Public Works, or his designee, to execute a contract with JHK and Associates, Inc., d.b.a. TransCore, to provide enhanced functionality, necessary documentation, and additional project management services for the Countywide

Architecture/Information Exchange Network (CA/IEN) software. This software/network provides for the exchange of traffic data and information and coordinates incident management response to arterial traffic congestion among the affected public agencies. Its initial deployment area is along the I-210 Corridor. The participating agencies include the State of California Department of Transportation; the County of Los Angeles; and the Cities of Arcadia, Azusa, Baldwin Park, Covina, Duarte, Glendora, Irwindale, Monrovia, Pasadena, and San Dimas. This software will be available to interested parties and public agencies throughout the County of Los Angeles to assist them in coordinating traffic flow and traffic signal control across neighboring jurisdictional boundaries.

On December 7, 1999, your Board authorized Public Works to execute an Agreement with JHK and Associates, Inc., d.b.a. TransCore, for \$1,931,454 to design, develop, and implement a CA/IEN. The Scope of Work under the original Agreement primarily included the detailed design, code development, installation, and implementation of the software for the CA/IEN. On December 19, 2000, your Board authorized Public Works to execute Supplemental Agreement 1 with the consultant for \$151,828 to design, develop, and install new or revised software code to clarify and enhance the system's functionalities.

The Scope of Work for this Supplemental Agreement will enhance the system's functionality by providing an interface to the State of California Department of Transportation's Freeway Management System. This interface will enable the display of detailed freeway congestion and incident information throughout the network. Implementation of this feature will be for a not to exceed fee of \$336,000. Second, the execution of this Agreement will enable TransCore to develop documentation which demonstrates the County of Los Angeles' compliance with the Federal Highway Administration's (FHWA) National Intelligent Transportation System's (ITS) Architecture. The FHWA has mandated that all agencies receiving Federal funds for ITS must demonstrate compliance with this Architecture by April 2004. This work is proposed to be completed for a not to exceed fee of \$63,020. Third, this Agreement will provide up to \$50,000 to TransCore to develop documentation which will describe and guide interested parties and public agencies on how to interface their traffic control systems with the IEN. As previously discussed, it is envisioned this software will eventually be deployed Countywide. Currently, we have five consulting firms engaged in similar projects in the South Bay, Gateway Cities, and Pomona Valley areas of the County of Los Angeles. This documentation will facilitate the deployment of the IEN in these project areas. It will also enable agencies in other areas of the County, which are not currently involved in similar projects, to have the appropriate documentation for any future integration

efforts. Last, the execution of this Agreement will provide for an additional \$100,000 in project management expenditures to be paid on an as-needed basis to manage these additional project components, and also provide funds to facilitate coordination and integration with other agencies Countywide. Thus, the aggregate sum of this Agreement is for \$603,922, including \$54,902 for unforeseen additional work which may arise during the progress of this work.

Public Works has reviewed and negotiated these proposed changes to the contract and believe this proposed work is needed.

Implementation of Strategic Plan Goals

These recommendations are consistent with the County Strategic Plan Goals of Service Excellence and Organizational Effectiveness as the contracting out of these efforts will enable the recommended work to be completed faster and more efficiently. These recommendations are also consistent with the County Strategic Plan Goal of Children and Families' Well-Being as the implementation of these actions will result in reduced traffic congestion and delay, improved mobility, and reduced vehicle emissions, thus improving the overall quality of life for the residents of the County of Los Angeles.

FISCAL IMPACT/FINANCING

There will be no impact to the County's General Fund. The recommended Agreement will be financed with the Metropolitan Transportation Authority 1995 Call for Projects Grant Funds for the San Gabriel Valley Traffic Signal Forum and the County of Los Angeles Proposition C Local Return Matching Funds. The Metropolitan Transportation Authority is providing approximately 86 percent of the funds and the County of Los Angeles will finance the remaining 14 percent matching funds. The amount of this Agreement will be for an amount not to exceed \$603,922. This Agreement will increase the total amount of Agreement 12072 from \$2,083,282 to \$2,687,204.

Financing for this Agreement is available in the Fiscal Year 2001-02 Proposition C Local Return Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

A standard Agreement, previously approved as to form by County Counsel, will be used for the recommended contract. The standard Board-directed clauses that provide for contract termination, renegotiation, and hiring of qualified displaced County employees will be included.

As required by your Board, language has been incorporated into the Consultant Agreement stating that the Consultant shall notify its employees and shall require each subconsultant to notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws.

As requested by your Board on August 12, 1997, and as a threshold requirement for consideration of contract award, JHK and Associates, Inc., d.b.a. TransCore, is willing to consider Greater Avenues for Independence participants for future employment.

JHK and Associates, Inc., d.b.a. TransCore, has demonstrated satisfactory compliance with Los Angeles County Code Chapter 2.200 (Child Support Compliance Program).

ENVIRONMENTAL DOCUMENTATION

A finding of environmental impact is not required for a Consultant Services Agreement for design services.

CONTRACTING PROCESS

On December 7, 1999, your Board approved Agreement PW 12072 for an amount not to exceed \$1,931,454 with JHK and Associates, Inc., d.b.a. TransCore, for the design, development, and implementation of the Countywide Traffic Signal Synchronization, Operation, and Maintenance Pilot Program for the San Gabriel Valley area. On December 19, 2000, your Board approved Supplemental Agreement 1 for an amount not to exceed \$151,828 to provide for enhanced system functionality. Public Works is in the process of executing a Supplemental Agreement 2 to provide an updated communications analysis for a lump sum fee of \$32,000. This Supplemental Agreement 2 will not increase the total contract sum. All the equipment for this contract has been purchased and there are funds remaining in the equipment budget. Therefore, Supplemental Agreement 2 will be funded with the remaining equipment budget balance. The purpose of this Agreement is to further supplement Agreement PW 12072.

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Participation by Community Business Enterprises in the project is encouraged through Public Works' Community Business Enterprises Outreach Program and the requirement that consultants demonstrate their good faith efforts to utilize Community Business Enterprises. JHK and Associates, Inc., d.b.a. TransCore, is aware of Public Works' Community Business Enterprises Outreach Program and their proposed Community Business Enterprises participation is on file with Public Works. Public Works has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Agreement, as this Agreement is for non-Proposition A services.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services or projects during the performance of the recommended consultant services.

The CA/IEN is part of the Sub-Regional Traffic Forum Intelligent Transportation System Projects approved in Public Works' Fiscal Year 2001-02 Business Automation Plan via Section 2.1.4 (Planned Fiscal Year 2001-04 IT Strategies), Communication/Infrastructure, Item 1.

CONCLUSION

One approved copy of this letter is requested.

Respectfully submitted,

Reviewed by:

JAMES A. NOYES
Director of Public Works

JON W. FULLINWIDER
Chief Information Officer

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cc: Chief Administrative Office
County Counsel
Department of Social Services (GAIN Program)

CHIEF INFORMATION OFFICE
CONTRACT ANALYSIS
FACT SHEET

The Board of Supervisors charged the Chief Information Office (CIO) with responsibility for reviewing all Information Technology (I/T) related contracts submitted for Board-approval. We are providing this FACT SHEET as an aid to departments to allow the CIO to perform a comprehensive analysis in the shortest time possible. If these elements are omitted, the CIO may require additional time to perform their analysis and prepare a recommendation to the Board. This could result in a request for additional information or clarification to your department and extend or delay the anticipated Board filing date.

TIME FRAME

The CIO is committed to providing timely responses to departments; our goal is to provide feedback within ten (10) business days. Therefore, departments **MUST** submit documents to our office at least **four weeks** prior to the intended Board filing date.

DEPARTMENT CHECKLIST/FACTS

The elements below are grouped by headings or sub-headings, several of which have been taken from the formal board letter. If topic is discussed in the Board letter, please indicate that fact. Ensure that you have thoroughly explained the following elements. There are additional points that will be included in the CIO Analysis. Space is provided for you to provide information on these points at the time you submit your Board letter and agreement for our review. Providing the information in this Fact Sheet will allow us to complete our analysis in the shortest time possible.

❖ **PURPOSE OF RECOMMENDED ACTION**

- New/Revised Contract Term: Base Term 4 Years (December 23, 1999 to December 22, 2003)
 - Number of Options: Years

<u>Contract TYPE</u>	<u>Contract Components</u>
<u> 9 </u> New Contract	<u> : </u> Software
<u> 9 </u> Sole Source	<u> : </u> Professional Services
<u> : </u> Contract Amendment	<u> 9 </u> Hardware
<u> 9 </u> Contract Extension of Term Only	<u> 9 </u> Telecommunications

❖ **Implementation of Strategic Plan Goals**

- Is this proposal in alignment with the County of Los Angeles Strategic Plan? **YES** : **NO** 9
 - Is GSO (Goal, Strategy, Objective) referenced in the Board letter? **YES** : **NO** 9
- Is this project included in the Department's BAP? **YES** : **NO** 9
- Is the proposal's technology solution in compliance with the preferred County of Los Angeles IT Standards? **YES** : **NO** 9
- Is the project's technology solution in compliance with the County of Los Angeles IT Directions Document? **YES** : **NO** 9

❖ **JUSTIFICATION**

- Identify the benefits of the requested project/agreement and the metrics that will be used to validate the project or agreement's success.

The implementation of this project will result in reduced traffic congestion and delay, improved mobility, and reduced vehicle emissions thus improving the overall quality of life for the residents of Los Angeles County. The successful implementation of the project components associated with this agreement will be evident by the display of traffic congestion data from the Los Angeles County freeways on the software/deployed network.

❖ **FISCAL IMPACT/FINANCING**

- Is this project subvented? YES : NO 9 If yes, what percentage is offset? 86

- Budget Information:

- Year-To-Date Expenditures: \$525,583
- Requested Contract Amount: \$603,922
- Aggregate Contract Amount: \$3,810,102.16*

*The aggregate contract amount includes funds spend on Agreement 67680 which was the first step undertaken by Public Works in the field of intelligent transportation systems (ITS). In 1994, ITS was in the early stages of development nationally. As such, the complexity of the Project and the requirements to implement the system were not fully realized at that time. Although other public agencies had individually implemented traffic control systems, this Project was one of the first multi jurisdictional ITS projects in the nation, tying together numerous types of city traffic control systems to improve regional traffic flow by sharing traffic information and developing interjurisdictional coordinated responses to traffic congestion and incidents. JHK and Associates, Inc., d.b.a. TransCore completed the design phase, which fully defined the Project requirements, and it became apparent that the original Scope of Services needed to be revised. The original contract (1994) was allowed to expire (1999) while we negotiated a revised Scope of Work and contract terms to complete the Project. The revised contract is Agreement 12072 which we are seeking to execute supplemental agreement 3.

The cost breakdown is as follows:

• Agreement No. 67680	\$1,122,898.16
• Agreement No. PW-12072	\$1,931,454
• Supplemental 1	\$151,828
• Supplemental 2	\$0 (transfer of available funds between tasks)
• Supplemental 3	<u>\$603,922</u>
	\$3,810,102.16

- Describe the impact if project/agreement is not approved.

The full implementation of the project components as originally envisioned will not occur, and our Department will not be able to demonstrate compliance with the Federal Highway Administration regulations which will prohibit us from receiving Federal funds in the future.

❖ **FACTS AND PROVISIONAL/LEGAL REQUIREMENT**

- Is this project legislatively mandated? YES 9 NO :

❖ **ALTERNATIVES CONSIDERED**

- Describe the alternatives considered and the reasons for selecting the recommended course of action.

Since the consultant is familiar with the system, they are the most knowledgeable and therefore, can complete this work in the most efficient and effective way possible.

❖ **PROJECT RISKS**

- Describe any identified risks to the department and County in undertaking this project/agreement. Additionally, describe what, if anything, the department intends to do to mitigate the risks.

There is very little risk to the Department as a substantial portion of the project is funded by grants so therefore there is no impact on the County's general fund. Mitigation of these risks will occur by our compliance with the provisions of the Grant funds.

❖ **Other facts, if any.**

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